APPENDIX 4: ADDENDUM TO THE MASTER SERVICES AGREEMENT: PRODUCT SPECIFIC TERMS

Save as otherwise defined herein, any definitions referenced in this Appendix 4 shall have the meanings ascribed to them in the Agreement located at https://darktrace.com/legal/master-services-agreement.

SCHEDULE 1: PREVENT

This Schedule (the “Prevent Schedule”) is applicable where Customer has purchased the DARKTRACE PREVENT™ product offering (the “Prevent Offering”).

1. ACCESS TO AND USE OF THE OFFERING

1.1. Customer’s use of the Prevent Offering, and Darktrace’s delivery of the Prevent Offering, is provided subject to the terms of the Agreement.

2. DELIVERY OF THE OFFERING

2.1. Customer hereby grants to Darktrace a non-exclusive, irrevocable (for the Term), royalty-free right to use the Search Terms (as set out in clause 3.1 below).

2.2. Where Darktrace is required to create a non-personal system account (an “NPSA”) for Customer, Customer acknowledges and agrees that Customer shall be solely responsible for access to and activity occurring under the NPSA. Under no circumstances shall Darktrace be liable to Customer for the use of the NPSA by Customer or any third parties, or for any reports, accounts, third party or customer portals or account information connected to or generated by the NPSA.

2.3. Darktrace may provide Customer with risk assessments or reports on third parties (“Assessments”) where Customer has a contractual right or a demonstrable, legitimate interest to request such Assessments. Where Darktrace carries out such Assessments, Customer acknowledges and agrees that Darktrace may use third party and publicly available sources to generate these Assessments.

3. WARRANTIES

3.1. Customer warrants and represents that it owns or has obtained all relevant third party licenses and consents to use and provide to Darktrace any: (a) brand names; (b) keywords; (c) product names; (d) company names; and (e) any other search terms in which intellectual property rights may vest in Customer and/or a third party, each independently a “Search Term” and one or more together the “Search Terms”.

3.2. Darktrace provides no warranties or representations as to the accuracy or reliability of the data generated by the Prevent Offering and any conclusions, decisions, actions or interpretations of the data provided by the Prevent Offering are inferred or taken at Customer’s own risk. To the fullest extent permissible by applicable law, Darktrace accepts no liability for any actions taken or inferences made by Customer under this clause 3.2.

4. DATA PROTECTION

4.1. In the provision of the Prevent Offering, Customer may provide to Darktrace Personal Data for which Darktrace shall be deemed a Data Controller and, in respect of such Personal Data, Darktrace shall comply fully with its obligations as a Data Controller under the Data Protection Laws.

4.2. Notwithstanding clause 4.1 above, in the event that Darktrace is required to provide Support Services in the provision of the Prevent Offering, Darktrace shall be a Data Processor and the Data Processing Agreement available at https://darktrace.com/legal/master-services-agreement shall apply.

4.3. Customer warrants and represents to Darktrace that it has all necessary consents, authorizations and legitimate purposes in order to provide Darktrace with the Personal Data under this Prevent Schedule, and shall indemnify Darktrace from and against any third party claims arising out of or in relation to the transfer of Personal Data from Customer to Darktrace.
SCHEDULE 2: HEAL

This Schedule (the “Heal Schedule”) is applicable where Customer has purchased the DARKTRACE HEAL™ product offering (the “Heal Offering”).

1. ACCESS TO AND USE OF THE OFFERING

1.1. Customer’s use of the Heal Offering, and Darktrace’s delivery of the Heal Offering, is provided subject to the terms of the Agreement.

2. DELIVERY OF THE OFFERING

2.1. Where the Heal Offering user interface (the “Heal UI”) is integrated with third party software tools (“Third Party Tools”), such that actions in Third Party Tools are triggered via the Heal UI (“Heal UI Actions”), Customer acknowledges and agrees that Customer shall be solely responsible for any effect, result or outcome of taking any Heal UI Action. Under no circumstances shall Darktrace be liable to Customer for the consequences of a Heal UI Action taken by Customer, Customer Affiliates, Outsource Providers, subcontractors, agents or any third parties.

2.2. Customer acknowledges and agrees that it is responsible for determining which users of the Heal Offering is granted the applicable permissions to access Heal UI Actions.

2.3. Where Customer configures the Heal Offering to generate simulated cyber incidents to appear on the Heal UI (“Simulated Incidents”), Customer acknowledges and agrees that Customer shall be solely responsible for any act, measure or process entered into outside of the Heal UI in response to a Simulated Incident. Under no circumstances shall Darktrace be liable in any respect for any action taken in a live environment, or otherwise, in response to a Simulated Incident.

3. WARRANTIES

3.1. Darktrace provides no warranties or representations as to the accuracy or reliability of the data, analysis, or recommendations generated by the Heal Offering and any conclusions, decisions, actions or interpretations of the data provided by the Heal Offering are inferred or taken at Customer’s own risk. To the fullest extent permissible by applicable law, Darktrace accepts no liability for any actions taken or inferences made by Customer under this clause 3.1.

3.2. Customer warrants and undertakes that, unless otherwise specified in a Product Order Form, in the event that Customer expands its DARKTRACE DETECT™ deployment, Customer shall pay Darktrace’s then-current standard fees for the corresponding expansion in deployment of the Heal Offering.

4. DATA PROTECTION

4.1. In the event that Darktrace is required to provide Support Services in the provision of the Heal Offering, Darktrace shall be a Data Processor and the Data Processing Agreement available at https://darktrace.com/legal/master-services-agreement shall apply.